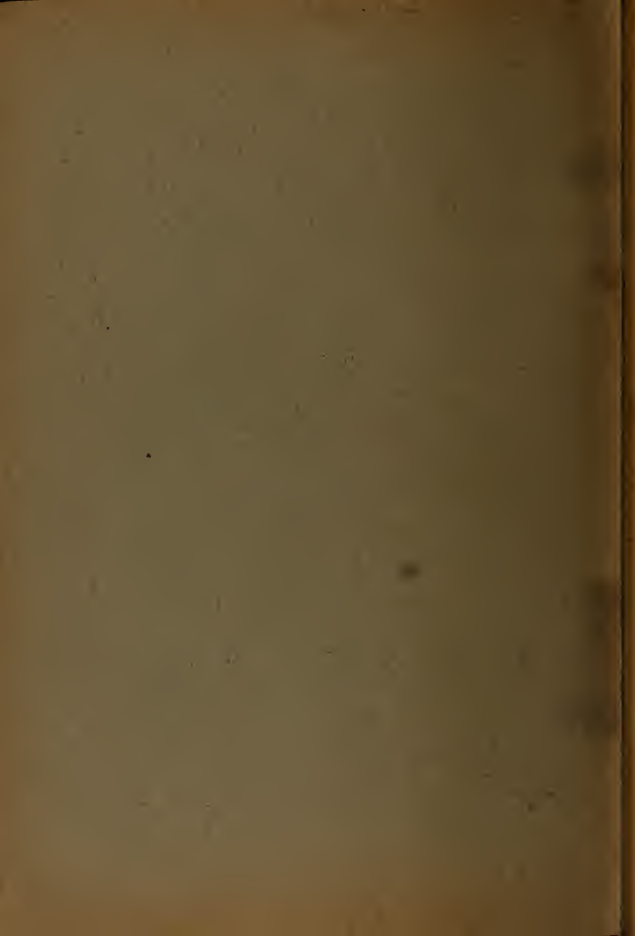


LITTLE BLUE BOOK NO. 629
Edited by E. Haldeman-Julius

Hand-book of Legal Forms

John W. Shannon



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HALDEMAN-JULIUS COMPANY
GIRARD, KANSAS

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HAND-BOOK OF LEGAL FORMS

BILL OF SALE

1. CERTIFICATE OF SALE

KNOW ALL MEN that I, Fred Brown of Chicago, Illinois, in consideration of \$1,800 to me paid in hand by Edward Smith, have bargained and sold to the said Edward Smith the following goods and chattels: One bay horse, one driving buggy, one single driving harness; and one Buick automobile, engine No. 815786, body No. 937854, equipped with customary tool kit, side curtains, forward bumper, spot light, and new spare tire.

IN WITNESS WHEREOF I hereto set my hand and seal this first day of August, nineteen hundred and twenty-three.

Fred Brown. (Seal)

Witness: Charles White.

Goods and chattels thus sold should be delivered into the possession of the purchaser, otherwise the sale may be held fraudulent as against creditors.

2. CERTIFICATE OF SALE WITH TITLE

WARRANTED

KNOW ALL MEN BY THESE PRESENTS that I, Fred Brown of Chicago, Illinois, in consideration of \$200 to me paid by Edward Smith, receipt of which is hereby acknowledged, have bargained, sold, granted and conveyed, and by these presents do bargain, sell, grant and convey unto the said Edward Smith, his executors, administrators and assigns, the following goods and chattels, namely: One bay horse, one driving buggy, and one single driving harness, to have and to hold the same unto the said Edward Smith, his executors, administrators, administrators and assigns forever; and

the said Fred Brown, for himself, his executors, administrators, and assigns and heirs does hereby covenant with the said Edward Smith, his executors, administrators, and assigns, that he is the true and lawful owner of the said goods hereby sold, and has full power to sell and convey the same; that the title hereby conveyed is clear and free from incumbrance; and further, that he will warrant and defend the same against all claim or claims of any and all persons whomsoever.

IN WITNESS WHEREOF the said Fred Brown has hereunto set his hand and seal this first day of August, nineteen hundred and twenty-three.

Fred Brown. (Seal)

Signed, sealed and delivered in the presence of: Clarence Fulton, Samuel Adams.

BILLS OF EXCHANGE

A bill of exchange or draft is a written request or command, from one person to another, desiring or commanding him to pay a sum of money to a third person. Thus X, in Boston, desires to receive \$500 from his debtor, Y, in New York; and Z, in Boston, desires to pay that amount in New York; Z applies to X, pays him his debt of \$500, and receives a bill of exchange on Y for that sum. Thus all parties are accommodated. X receives his debt by transferring it to Z; Z carries or sends the bill of exchange to New York without risk or danger; and when it arrives there it is presented to Y, who pays it.

The person who makes the bill is called the drawer. The person to whom it is addressed is, before it is accepted, called the drawee, and afterwards the acceptor; the person in whose favor it is drawn is called the payee, and when he indorses it, the indorser, or first indorser;

and he to whom he transfers it, the indorsee, or holder. If the latter indorses it to another party, he will be the second endorser, etc., through as many hands as it may pass by indorsement before payment.

It should be drawn payable to the payee or order, or bearer, so as to make it negotiable. If the words "or order," or "or bearer," are omitted, the indorsee has nevertheless a right of action against the indorser, but not in his own name against any of the antecedent indorsers, for every indorser is in the position of a new drawer, and the indorser stands to his indorsee the same as the drawer. It is claimed in some jurisdictions that the words "for value received" are not absolutely essential to the validity of the bill; but in the case of a bill payable at sight, or of a promissory note, the very essence of the instrument, in any legal proceedings that may thereafter arise, lies in the consideration received by the drawer as a basis for his legal obligation to pay to the drawee the sum therein named. No particular form is necessary; but to avoid all question, and to simplify the legal rights of all parties to the negotiations, the instrument should be dated, contain the words "or order" next following the drawee's name, or "pay to the order of" immediately preceding the drawee's name, and contain the words "value received" in those forms given below wherein these indications are expressed, serving the purposes clearly intended.

Bills are either domestic (or inland) bills of exchange or foreign (or outland) bills of exchange. They are domestic if drawer and drawee both reside in the same state or country, and foreign if the drawer resides in one country and the drawee in another.

Bills payable at sight are payable on pre-

sentation, with the usual days of grace. It is therefore advisable to demand acceptance, and in default thereof to protest it for non-acceptance; then demand payment, and in default thereof protest it also for nonpayment.

If a drawee refuses to accept, or after acceptance to pay, it should immediately be protested and notice sent to the drawer and the indorsers.

On bills payable after date, or after sight, three days of grace are allowed by the law merchant, and by statute in some states, for payment after the date of payment named therein.

Bills payable on demand are immediately payable without any days of grace.

On bills payable at sight it is now well settled that the days of grace are allowed.

In Ohio there are no days of grace.

The acceptor of a bill is liable as a principal, and his liability is the same as that of the maker of a promissory note; and even though the bill be a forgery he is nevertheless liable, for by his acceptance he renders himself a guarantor of the genuineness of the bill. The drawer is liable to every other party on the document as well as to the holder. The drawee and indorsers are each liable to all that comes after him on the paper, and, conversely, each indorser or holder has a claim on all coming before him on the paper.

A set of exchange is three copies of the same bill, of the same tenor and date except the words first, second, and third, by which they are distinguished from each other.

The holder who has paid a valuable consideration for the bill before maturity, in the course of trade, under due caution, can recover even if stolen from the real owner.

1. BILL PAYABLE AT SIGHT

Exchange for \$100.

Boston, Mass., October 10, 1923.

At sight pay to the order of Matthew McWain one hundred dollars, value received, and charge to the account of

Clement Pearson.

To Lawrence F. Dunn, New York City.

When the drawee honors or accepts the bill, the acceptance should be written on the bill, usually on the face of it, with the date of the acceptance, thus:

Accepted October 15, 1923.

Fred Brown.

2. DRAFT OR BILL PAYABLE AFTER DATE

Exchange for \$200.

Buffalo, N. Y., October 15, 1923.

Sixty days after date pay to the order of Thomas Brown two hundred dollars, value received, and charge to the account of

John Smith.

To Frederick Small, Jackson, Miss.

3. BANK CHECK

No. 156

Cleveland, Ohio, May 3, 1922.

Savings Bank of Cleveland, pay to Thomas Jefferson, or order, one hundred and twenty five dollars and ten cents (\$125.10).

Benjamin Franklin.

4. INDORSEMENT TO ORDER

Pay to the order of Thomas McMullen.

Thomas Jefferson.

5. INDORSEMENT TO AGENTS FOR COLLECTION

Pay to the order of the Cashier of First National Bank of Dayton.

Thomas McMullen.

6. INDORSEMENT WITHOUT RECOURSE

Pay to the order of James White without recourse.

Fred Lee.

7. INDORSEMENT BY ATTORNEY IN FACT

Pay to the order of James White.

Fred Lee by Leon Smith, his attorney.

8. WAIVER OF PROTEST BY INDORSER

Demand, notice, and protest waived.

Wallace White.

PROMISSORY NOTES

A promissory note is a written promise of one person to pay to another, his order, assigns, or to the bearer, a stipulated sum of money, at a time agreed upon, absolutely and at all events. No particular form is necessary. A promise to deliver, or to be accountable, or to be responsible for the stipulated amount of money, is a good note; but the writing must show an undertaking or engagement to pay to the person named therein, or to the bearer, or holder, absolutely and most invariably a sum of money. The MAKER or DRAWER of a note is the one who signs it; the PAYEE is the person to whom it is made payable; the INDORSER is the person who indorses it; the INDORSEE or HOLDER is the person to whom it is indorsed or delivered.

In order that the note may be negotiable, it should be made payable to the payee. or his

order, or bearer. Without these instrumentalities of negotiability it is a valid instrument only between the drawer and the payee, as it cannot be transferred or negotiated so as to make it possible for the holder to sue on it in his own name if it lacks these provisional measures.

The words "value received" are customarily written into the note; but in case they are left out, and question were raised by any party to the negotiations of the note, proof could be set up to show that there had been a valuable consideration given for it and thereby sustain all claims of validity.

Joint and several notes should read "We, or either of us, promise," or, "We jointly and severally promise," or, a singular form may be used, "I promise to pay," and signed by two or more, will be a joint and several note. If it is for use as a joint note only, "We jointly," or "We jointly, but not severally, promise," etc. If the note is payable to more than one payee, each and all of the payees must indorse it, provided the payees are not partners, as in a business firm where one member of the firm has full authority to negotiate for the firm's business.

If the indorser wishes to indorse it without rendering himself responsible, he may indorse it "Pay to the order of Frank Maxim without recourse," or, "without recourse upon me."

The words "with interest" should be written into the note, unless it is desired that the note shall bear no interest. All notes and bills bear legal interest after maturity. A note payable on demand is payable and due from the moment of making for the running of interest, running of the statute of limitations, and for bringing suit; and is due in a reasonable time for the purpose of negotiation. If

not likely to be paid at maturity, it should be made payable one day after date; or add the words "with interest." By legal interest is meant the highest rate of interest sanctioned by the state having jurisdiction over the matter of interest as regards the particular note involved.

A promissory note written over the genuine signature of the maker, by a person authorized by the maker to so write, is valid.

It is presumed that the holder of a note taken bona fide, before maturity, in the due course of trade, is entitled to recover upon such note as against almost every equitable defense. If taken after maturity, the presumption is against the validity of the demand and the negotiatee takes it at his peril, subject to every defense existing against it before it was negotiated.

A note in blank indorsement is like one payable to bearer, and passes by delivery.

Demand of payment must be made upon the maker on the day upon which the note is due, and if not paid notice must be immediately given to the indorsers; otherwise they will be discharged of their liability. If payable at a stipulated place, as at a bank, demand must be made at the place where payable.

An indorsement is not binding unless the instrument is delivered. Thus, if A indorses a note to B and places it in his safe, and B in the night breaks open the safe and gets possession of the note and sells it to C, an innocent purchaser for value, C would get valid title; but B could not avail himself of the advantages of the note, because of the illegal way in which he came into possession of it.

A note drawn payable to a fictitious person, where the maker intends to indorse the note himself, is treated in law as payable to bearer.

Where a note is accepted in payment of a pre-existing debt, there is an implied promise by the drawee not to sue on the pre-existing debt until after the note has matured; but after maturity of the note the drawee may sue on the original debt, or upon the note, at his election. Where A accepts B's note in payment of X's debt to A, A cannot sue X on the original debt until after the note has fallen due, and the acceptance of the note by A is an acceptance conditional upon payment of the note when due; but if the note is payable on demand, it is payable at once, and A may immediately bring action on the original debt.

Indorsement by an infant or other person lacking capacity to make contracts does not render such indorsers at all events liable. The contracts of such persons are either void or voidable.

Notice of non-payment may be given by any person competent to serve it, but notaries public are usually employed for that purpose.

1. PROMISSORY NOTE NEGOTIABLE

\$200. Chicago, Ill., September 25, 1923.

Sixty days after date we promise to pay to the order of Frank Maxim two hundred dollars; for value received.

Fred Newell & Co.

2. JOINT AND SEVERAL NOTE NEGOTIABLE

WITHOUT INDORSEMENT

\$500. Detroit, Mich., October 1, 1923.

Three months after date we, or either of us, promise to pay to Charles Lee, or bearer, five hundred dollars; value received.

Thomas Prouty,
Daniel Cline,

3. NOTE NEGOTIABLE AND PAYABLE IN BANK
\$300.

St. Louis, Mo., October 1, 1923.

Sixty days after date I promise to pay to the order of Benjamin White, three hundred dollars, at the First National Bank of St. Louis; value received.

John Smith.

4. NOTE NOT NEGOTIABLE

\$200.

Chicago, Ill., October 2, 1923.

Three months after date I promise to pay to Lee Darwin, two hundred dollars, for value received.

Leonard Tracey.

5. NOTE WITH INTEREST FROM DATE

\$500.

Memphis, Tenn., October 2, 1923.

One year after date I promise to pay to the order of Nelson Ulrich, five hundred dollars, with interest from date; value received.

Alexander Smith.

6. NOTE PAYABLE ON DEMAND

\$500.

Lincoln, Neb., September 10, 1923.

On demand we promise to pay to the order of Benjamin Franklin & Co., five hundred dollars; value received.

Bill, Bell & Co.

7. NOTE BEARING LEGAL INTEREST FROM

MATURITY

\$1000.

Portland, Maine, November 1, 1922.

One year after date I promise to pay to the order of Charles French, one thousand dollars; value received.

C. L. Nelson.

8. NOTE PAYABLE IN SPECIFIC ARTICLES

\$100.

Minneapolis, Minn., October 1, 1923.

For value received, I promise to pay to Alexander Dumas, on demand, at my store in Minneapolis, one hundred dollars in goods.

William Smith.

9. NOTE WITH SURETY

\$200.

Nashville, Tenn., July 10, 1923.

One day after date we, James Quackenbush.

as principal, and Leon Hall, as surety, promise to pay to the order of Eaton Snow, two hundred dollars; value received.

James Quackenbush.

Leon Hall, Surety.

10. NOTE WITH COLLATERAL SECURITY

\$300.

Burlington, Vt., May 10, 1920.

Three months after date I promise to pay to the order of Burlington Savings Bank, three hundred dollars, at the office of Burlington Savings Bank, Burlington, Vermont, for value received. If not paid at maturity, to bear interest at six per cent per annum. As collateral security for the payment of the same, I have this day pledged to the said Burlington Savings Bank, holder hereof, one United States Government Liberty Bond, of the denomination of \$1,000, serial number E-315786, third edition, bearing interest rate of four and three-fourths per cent. And I hereby give to the holder hereof full power and authority to sell the aforesaid bond, on the non-performance of the above promise, or any time thereafter, without advertising the same, or otherwise giving me notice, and satisfy from the proceeds of the sale all demands in full arising from this note, provided the sale is made at the rate stipulated by the general bond market as of the day upon which the sale is made; and the holder may purchase the said bond, at the said market rate, without being liable to account for more than the net proceeds of such sale.

Fred Edwards.

11. DUE BILL

\$100.

Dayton, Ohio, August 1, 1923.

Due Oliver Waite one hundred dollars, for value received.

Moses Wood.

12. JUDGMENT NOTE

Plattsburgh, N. Y., May 19, 1923.

Six months after date I promise to pay to the order of Fred Brown, five hundred dollars, payable with legal interest at the First National Bank of Plattsburgh, for value received; and I hereby authorize and empower any attorney at law to appear in any court of record in the United States, at any regular term of such court, after the above obligation becomes due, and waive the issuing and service of process, and confess judgment against me in favor of the holder hereof, for the amount then appearing due together with costs of the suit, and thereupon to release all errors and waive all right of appeal.

Thomas Melendy.

INDORSEMENTS

Ordinary indorsements are properly made by the indorser writing his name across the left-hand back end of the note.

Direction of payment to a certain person is obtained by writing the words "Pay to the order of (insert the name of the assignee)", before the signature of the indorser; or, "I hereby assign the within note to (state name of assignee); value received," before the signature of the indorser.

Indorsement waiving protest is obtained by preceding the indorser's signature with the words "Demand, notice and protest waived." (And see following references to ASSIGNMENTS.)

ASSIGNMENT

1. ASSIGNMENT INDORSED ON INSTRUMENT

In consideration of the sum of five dollars, to me in hand paid by Thomas Neilan, I here-

by assign all my right, title, and interest in the within instrument to him, the said Neilan, and his assigns.

Witness my hand and seal, this first day of November, nineteen hundred and twenty-three.

Richard James.

2. ASSIGNMENT OF AN ACCOUNT

For value received, I hereby sell, assign, and transfer to John Smith, of Waco, Texas, the annexed account against Fred Smith, of Beaumont, Texas, and all my right, title, interest and demand in and to the same, with full authority to collect and receipt for the same. I guarantee to the said John Smith, that the said account is just and due, and that I have not received or discharged the same, or any part thereof.

Done this first day of November, nineteen hundred and twenty-three.

Nathan Wellington.

3. ASSIGNMENT OF A DEBT

Be it known, that I, John Smith, of the city of Bangor, state of Maine, in consideration of \$500 to me paid by Vaughan Gary, of Ellsworth, county of Hancock, state of Maine, have sold, transferred, and assigned to the said Vaughan Gary a certain debt due me from Nelson Hall, of Ellsworth, aforesaid, viz., my book account, amounting to \$750. And I authorize the said Vaughan Gary in my name, but at his own costs and risk, to sue for, collect, and receive, or to sell and transfer the said debt so sold to him. And I covenant that the said sum of \$750 is justly due and owing to me by the said Nelson Hall, and that I have not discharged or transferred the said debt.

In witness whereof, I have hereto set my hand and seal, this tenth day of November, nineteen hundred and twenty-three.

(Seal)

John Smith.

Attest: Fremont Smith.

4. ASSIGNMENT WITHOUT RECOURSE

For value received I assign the within obligation, and all moneys due therefrom, to Arthur Bu'ey, not holding myself liable in any case for the payment of same.

Done this first day of November, nineteen hundred and twenty-three. James Mason.

5. ASSIGNMENT WITH GUARANTY OF PAYMENT

For value received I sell and assign the within obligation (or account), and all moneys due thereon, to Arthur Morgan, hereby guarantying the payment of the same to him or his assigns.

Done this fifth day of November, nineteen hundred and twenty-three. Nelson Hall.

6. ASSIGNMENT OF A JUDGMENT

Commonwealth of Massachusetts, Middlesex Circuit Court.

Thomas Lee, v. Eli Kane
Judgment, June term, 1923

Damages\$550
Costs 50

In consideration of five hundred dollars to me paid in hand by Edson Penn, I hereby transfer and assign the above judgment to him, the said Edson Penn, to be collected by him for his own use, but at his own risk, costs and charges.

Lowell, Mass., October 10, 1923.

Thomas Lee.

Witness: Nathan Tufts.

COMPROMISE WITH CREDITORS

To All Whom It May Concern:

Whereas, Victor Hull, doing business at No. 820 Preble Street, Portland, Maine, is indebted to us, the undersigned creditors, in divers sums of money, set opposite our respective names, but by reason of losses and ill health, he has become unable to pay and satisfy our full debts, and therefore, we have resolved and agreed to undergo a certain loss, and to accept twenty-five cents for every dollar owing by him to us, to be paid in full satisfaction and discharge of our several and respective debts, and in the manner hereinafter set out.

Now, therefore, we the undersigned creditors of the said Victor Hull, in consideration of one dollar to us paid in hand, and of the covenants and conditions herein contained, do severally and respectively covenant, compound, and agree to and with the said Victor Hull, and with each other, that we will accept of and from him for each and every dollar that he owes and is indebted to us respectively, the sum of twenty-five cents, in full discharge and satisfaction of the several debts and sums of money that he owes and is indebted to us respectively, to be paid to us respectively in cash.

And we further agree with the said Victor Hull, in consideration aforesaid, and of the payment of the said amounts to each of us respectively, that we will and do hereby forever release and acquit him of all his indebtedness to us, and to each of us respectively.

This agreement is not to be binding until signed by four-fifths in value of all the unsecured creditors of the said Victor Hull; but when signed by creditors to said amount, then this agreement is to be binding, and then said amounts are to be paid to said respective creditors so signing this agreement: Provided,

however, that this agreement be signed by said amount within thirty days from date hereof.

Dated at Portland, Maine, this tenth day of November, nineteen hundred and twenty-three.

In witness whereof, we have hereunto set our names, and the amounts of our respective claims.

Names	Amounts
Fred Brown	\$800
Etc.	Etc.

LETTERS OF LICENSE

A letter of license is merely an extension of time of payment to the debtor. The other creditors who have not signed are at liberty to collect their debts in the usual way. If it is intended that it shall not be binding until all, or a certain proportion of the creditors sign, a clause to that effect should be inserted.

1. LETTER OF LICENSE

Know all men that we, James Murphy, Thomas Lee, Elmer Horn, and Ned Thomas, of the city of Portland, state of Maine, creditors of Arthur Martin, of Lincoln, Penobscot county, state of Maine, taking into consideration that by reason of losses and misfortunes, he, the said Arthur Martin, has not at present the wherewith to pay and satisfy us our several debts, do therefore, at the request of the said Arthur Martin, severally and respectively agree and bind ourselves, our heirs, executors, and administrators, to accept and take of him, the said Arthur Martin, all such debts and sums of money as he owes to us, and each of us respectively, by four equal portions or payments; the first payment to be made in one year next now ensuing the date hereof, the second pay-

ment in two years now next ensuing, third in three years now next ensuing and the residue within four years now next ensuing. And we further severally and respectively agree, not to arrest, sue, or prosecute, by any means whatsoever, the said Arthur Martin, or his goods or effects, unless default shall be made in payment of the debts aforesaid, on the several days or times above limited.

(It is expressly understood and agreed that this instrument is not to be binding on the signers hereof, unless signed by seven-eighths in number of the creditors of said Arthur Martin.)

In witness whereof, we have hereunto severally subscribed our names and affixed our seals this first day of November, nineteen hundred and twenty-three.

Attest:	James Murphy (Seal)
Herbert Palmer	Thomas Lee (Seal)
	Elmer Horn (Seal)
	Ned Thomas (Seal)

DEEDS AND MORTGAGES

DIRECTIONS FOR DRAWING DEEDS AND MORTGAGES

Throughout the United States the general doctrine is that every citizen is capable of taking and holding lands by descent, devise, or purchase; and every person capable of holding lands (except idiots, insane persons, and infants), and seized of, or entitled to, any estate in land, may convey the same, at his pleasure, under the regulations prescribed by the laws of the several states.

All instruments under seal are, in law, deeds; but in common parlance a deed is a conveyance of land, and to be valid, must be written, signed, sealed, and delivered.

The following are the chief requisites of a deed:

1. The parties must be able to contract—be free from the disabilities above named.

2. It must be founded on a GOOD consideration, such as natural love or affection; or a VALUABLE consideration, such as money, marriage, or the like.

3. It must be written or printed on paper or parchment.

4. The subject matter of the deed must be set forth in a legal and orderly manner.

5. It must be signed, and in some states sealed, by the grantor, or his attorney, duly authorized. (For form of authorization, when the grantor cannot himself be present, see POWER OF ATTORNEY.)

6. It must be attested by two witnesses. In some states witnesses are not necessary.

7. It must be acknowledged or proved.

8. Delivery by the grantor, or his attorney, duly authorized.

9. It should be recorded.

Great care should be taken to write plainly and legibly, and have no erasures or interlineations, but, if unavoidable, make a note of it before the attestations of witnesses. The date should be written out in words, not in figures. It is preferable that the names be written out in full, instead of giving merely the initials. The description of the property should be accurate, and such as to enable a person to find it and distinguish it from all others. Designate it by the number of the lot, quarter section, survey, etc., if it can be done; if not, by certain measurements and boundaries, and it may be well to add a reference to former conveyances of the same premises.

A mortgage is a conveyance of an estate by way of a pledge for the security of a debt,

and to become void on payment of it. The legal ownership is vested in the creditor; but in equity, the mortgagor remains the actual owner until he is debarred by his own default, or by judicial decree.

A mortgage must be executed and acknowledged in the same manner as other deeds, and immediately recorded. If it is not recorded it is void as against any subsequent purchaser for a value consideration, of the same estate, or any part thereof, whose conveyance shall be first duly recorded.

On payment of the money secured by the mortgage, satisfaction should be entered on it and recorded. A good form of entry upon the mortgage in discharge, would be: "I hereby acknowledge payment in full of all the notes secured by the within mortgage, and discharge the mortgagor of all liabilities in that connection."

Witnesses:

Warren Kelsey.
Ned Lee.

John Kane.

1. ASSIGNMENT OF MORTGAGE BY INDORSEMENT THEREON

Know all men, that I, Robert Lee, in consideration of \$2,000 to me paid by Albert Warren, of the county of Middlesex, state of Massachusetts, the receipt of which is hereby acknowledged, do hereby assign, transfer, and set over unto the said Albert Warren all my right, title, interest, and claim in and to the within mortgage and the premises therein set out, and the two promissory notes secured thereby; and I hereby authorize the said Albert Warren, at his own costs and charges, to obtain payment of the same. And I covenant that there has been no payment or pay-

ments of any of the said notes, or any part thereof, and that I am the lawful owner thereof, and have good right to sell and convey the same.

In witness whereof, I have hereto set my hand and seal this fifth day of November, nineteen hundred and twenty-three.

Witnesses:

Theodore Wilbridge.

Robert Lee.

Sidney Yates.

2. SHORT FORM OF ASSIGNMENT OF MORTGAGE

For value received, I hereby assign and transfer to Sidney Lucas all my right, title, and interest in and to the within mortgage and mortgaged premises, and the notes therein described. Given under my hand and seal, March 1, 1923.

Witness:

Samuel Allen (Seal)

James White.

3. WARRANTY DEED—GOOD FOR ANY STATE

This indenture, made this fifth day of November in the year of our Lord one thousand nine hundred and twenty-three, between James May and Agnes May, his wife, of the city of Lowell in the county of Middlesex and state of Massachusetts, party of the first part, and James Allen of the city of Portland in the county of Cumberland and state of Maine, party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of five thousand dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, conveyed, aliened and

confirmed, and by these presents do hereby grant, bargain, sell, remise, release, convey, alien and confirm, unto the said party of the second part, and to his heirs and assigns forever, all the following described lot, piece, or parcel of land, situated in the county of Androscoggin and state of Maine and known and described as follows, to-wit: (describe property) together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: To have and to hold the said premises above bargained and described, with the appurtenances unto, the said party of the second part, his heirs and assigns, forever.

And the said James May and Agnes May, party of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever: and the above bargained premises, in the quiet and peaceable possession of

the said party of the second part, his heirs and assigns, against all and every other person or persons whatsoever lawfully claiming or to claim the whole or any part thereof; the said party of the first part shall and will warrant and forever defend.

And the said parties of the first part hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption, under or by virtue of any and all statutes of the state of Maine providing for the exemption of homesteads from sale on execution or otherwise.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

James May (Seal)

Agnes May (Seal)

Signed, sealed and delivered in the presence of:

Herman Buttles.

Norman Sturgess.

State of Maine,

County of Androscoggin.

} ss.

I, Henry Mosher, a notary public in and for said county, in the state aforesaid, do hereby certify, that James May and Agnes May, who are personally known to me to be the real persons whose names are subscribed to the within deed as having executed the same, appeared before me this day, in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth, and thereby conveyed all their right, title and interest in and to the said premises in said instrument, and expressly waived and released all right, title

and benefit of exemption under any and all homestead exemption laws, so-called, of said state of Maine.

And the said Agnes May, wife of the said James May, having been by me examined, separate and apart from, and out of the hearing of her husband, and the contents and meaning of said instrument, and all her right under the homestead laws of the state of Maine having been by me made known and fully explained to her, acknowledged it to be her act and deed, and that she had executed the same, and relinquished her dower and all other right, title and interest in and to the lands and tenements therein mentioned, and expressly waived and released all her right and advantage under and by virtue of said state of Maine relating to the exemption of homesteads, all voluntarily and freely, and without the compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and official seal, this tenth day of November, nineteen hundred and twenty-three.

(Official signature and seal.)

3A. WARRANTY DEED

A form in common use in New England, transferring real and personal property, with purchaser assuming an encumbrance—reference deed.

Know all men by these presents, that I, Fred May, of Westford, in the county of Chittenden and state of Vermont, in consideration of ten dollars and other valuable considerations, paid to my full satisfaction by Nelson Chadwick, of Richmond, in the county of Chittenden, state of Vermont, do freely give, grant, bargain, sell and convey unto the said

Nelson Chadwick and his heirs and assigns forever, the following described piece or parcel of land situated in Richmond, in the said county, viz: all and the same land and premises conveyed to me, said Fred May, by John McGuire, by deed of warranty dated October 29th, A. D. 1919, and recorded on page eighty-seven of volume seventeen of the land records of said town of Richmond, being the "Terrien Farm," so-called, situated on the southerly side of the Winooski River, between the farms of M. Murphy and J. E. Lavelle, together with the personal property conveyed to me with said farm, reference being had to said deed and the record thereof and deeds and records thereof mentioned and referred to in said deed for more complete description of the property here conveyed. Said premises are hereby conveyed subject to a mortgage given to Alexander Terrien now held by the Burlington Trust Company to secure a note for four thousand and five hundred dollars, which note the said Nelson Chadwick assumes and agrees to pay as part of the consideration of this deed.

To have and to hold the above granted and bargained premises, with all the privileges and appurtenances thereof and thereunto belonging, unto the said Nelson Chadwick, his heirs and assigns, to them and their proper use, benefit and behoof forever. And I, the said Fred May, do for myself and my heirs, executors, administrators, covenant to and with the said Nelson Chadwick, his heirs, executors, administrators and assigns, that at and until the ensealing of these presents I am well seized of the premises, in fee simple; that I have good right and lawful authority to bargain and sell the same, in the manner and form as it is above written; that they are free and clear of all encumbrance, except said mortgage

of four thousand and five hundred dollars as above stated, and that I will warrant and defend the same against all lawful claims and demands of any person or persons whomsoever, except said mortgage of four thousand and five hundred dollars.

In witness whereof, I hereunto set my hand and seal this fifteenth day of November, A. D. 1923.

Fred May (Seal)

In Presence of (two witnesses).

Charles Buker.

Herbert Norcross.

STATE OF VERMONT, }
Chittenden County. } ss.

Personally appeared at Richmond, in said county, Fred May, the signer and sealer of the above written instrument, and acknowledged the same to be his free act and deed, this fifteenth day of November, A. D. 1923.

Before me, Nelson Pierce,

Notary Public.

4. TRUST DEED

This indenture, made the first day of May, nineteen hundred and twenty-three, between Charles Brown, of Cumberland county, state of Maine, of the one part, and Fred Sanborn, of the city of Portland, in said county, of the other part.

Whereas, the said Charles Brown is desirous to make provision for his daughter, Mabel Brown, now of the age of twenty-three years, against future contingencies, and for her maintenance and support; and whereas, the said Charles Brown is desirous that his said daughter should enjoy the proceeds, rents, issues, and income of the real estate herein after more particularly described, during the term of her natural life, free from the control,

liabilities, or interference, of any husband that she may hereafter have:

Now, therefore, this indenture witnesseth, that the said Charles Brown, in consideration of the premises, and of the sum of one dollar, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth bargain, sell, alien, remise, convey, and confirm unto the said party of the second part, all that certain lot, piece, or parcel of land situate, lying, and being within said city of Portland, to-wit: (describe property) together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of the said party of the first part, of, in, or to the above-mentioned and described premises, together with the appurtenances, unto the said Fred Sanborn, his successors and assigns—(if the trust is to be in fee, then in place of the words "successors and assigns," insert the words "heirs and assigns forever").

In trust, and to and for the several uses, intents and purposes hereinafter mentioned, namely:

First. In trust to lease the same, and to take, collect, and receive the rents, issues and profits thereof; and out of the same to keep the said premises in good order and repair, and properly insured, and pay all taxes, assessments and charges that may be imposed thereon.

Secondly. In trust to pay the residue of such rents, issues and income to my daughter, Mabel Brown, upon her sole and separate receipt, to the intent and purpose that she may enjoy, possess and have the same, free from the control, interference, or liabilities of any husband she may hereafter have, during the term of her natural life.

Thirdly. In trust to convey the said land and premises to such person or persons as she, the said Mabel Brown, by her last will and testament, or by an instrument in the nature of a last will and testament, subscribed by her in the presence of two credible witnesses, notwithstanding her coverture, may direct and appoint.

And the said Charles Brown declares, that upon the decease of his said daughter, Mabel Brown, the said trusts shall cease and determine, and the land and premises above described, shall belong, in fee simple absolute, to such person or persons as the said Mabel Brown shall, as aforesaid, direct and appoint: and in default of such appointment, shall revert to the said Charles Brown, the grantor herein named, and to his heirs, to his and their sole use, benefit and behoof, forever.

And the said party of the second part doth hereby signify his acceptance of this trust, and doth hereby covenant and agree, to and with the said party of the first part, faithfully to discharge and execute the same according to the true intent and meaning of these presents.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Charles Brown (Seal)

Fred Sanborn (Seal)

Signed, sealed and delivered in the presence of:

Arthur Beals.

Nelson Kelton.

This must be acknowledged in the same form as other deeds, in compliance with requirements of the particular state in which the deed is executed.

5. DEED BY AN EXECUTOR UNDER A WILL

Whereas, the last will of James Allen, deceased, late of said county, was duly admitted to probate at the May term, nineteen hundred and twenty-three, of the county court of Hancock county, and Fred Smith was at the same term confirmed and appointed executor of said will; and whereas the said James Allen, by his said will, did authorize and empower his said executor to make sale of and convey all of his real and personal estate either at public or private sale, as to him should seem meet, and to make good and sufficient deeds of bargain and sale thereof to the purchaser, which directions in said will were duly confirmed by an order of the said court made at the term aforesaid. Now, therefore, I, Fred Smith, executor as aforesaid, by virtue of the power and authority as aforesaid, and in consideration of two thousand dollars to me paid in hand by Thomas Reed, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey to the said Thomas Reed, a certain piece or parcel of land, situated (describe the property), together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging, or in any wise incident or appertaining, to have and to hold, all and singular, the premises above mentioned unto the said Thomas Reed, his heirs and assigns aforesaid.

Witness my hand and seal, this first day of August, nineteen hundred and twenty-three.

Fred Smith (Seal)

Executor of Will of James Allen.

Signed, sealed and delivered in the presence of:

Mark Fremont.

William Desmond.

This must be acknowledged the same as other deeds.

6. ADMINISTRATOR'S, EXECUTOR'S OR GUARDIAN'S DEED

Know all men, that whereas James Cahill, administrator of the estate of Nelson Hall, deceased, on the tenth day of December, nineteen hundred and twenty-three, filed his petition in Case No. 716, in the Probate Court of Hancock County, Maine (or other court, as the case calls for), against Ethel Hall, widow of Nelson Hall, Fred Hall and Thomas Hall, minor heirs of Nelson Hall, praying among other things for an order and decree of court for the sale of the following described real estate, viz: (describe property) for the purpose of paying the debts of the said estate.

And whereas such proceedings were afterward had upon such petition that, on the eighth day of January, nineteen hundred and twenty-four, it was by said court ordered and adjudged (give the decree, or the substance of it, ordering the sale, etc.).

And whereas, on the fifteenth day of January, nineteen hundred and twenty-four, in pursuance of said order and judgment, an order of sale was issued out of said court, under the seal thereof, to the said James Cahill, administrator, etc., directed, commanding him to execute the said order, and of the

same, together with his proceedings thereon, to make due return; and whereas, the said premises having been duly appraised and advertised according to the law and the order of the court, and the provisions of the statute in such case made and provided having been fully complied with, the said James Cahill, administrator, etc., did, on the twenty-first day of January, nineteen hundred and twenty-four, at the court house in Ellsworth, Maine, expose to sale, at public auction, the above described premises, and thereupon George Crowell did bid for the same \$10,000, which sum being the highest and best bid for the said property, and more than two-thirds of the appraised value thereof, the said premises were then and there sold to the said George Crowell for the sum and upon the terms above mentioned; and whereas, on the thirtieth day of January, nineteen hundred and twenty-four, the said court having examined the proceedings of the said administrator, under said order of sale, and being satisfied that said sale was made in all respects according to law and the order of the court, ordered that the sale be confirmed, and that said administrator should execute a deed to the said George Crowell for said premises.

Now therefore, James Cahill, administrator of the estate of Nelson Hall, in consideration of the sum of \$10,000 paid, or secured to be paid to him by the said George Crowell, the receipt whereof is hereby acknowledged, and by virtue of the proceedings, orders, etc., aforesaid, does hereby grant, bargain, sell and convey unto said George Crowell, his heirs and assigns forever, the said real estate, so as aforesaid sold and above described; to have and to hold the same, with the appurtenances, to the said George Crowell, his heirs and

assigns forever, as fully and completely as the said James Cahill, administrator, etc., by virtue of said proceedings, orders, etc., and of the statute in such case made and provided, may, can, or should convey the same.

In witness whereof, the said James Cahill, administrator of the estate of Nelson Hall, has hereunto set his hand and seal, the thirty-first day of January, nineteen hundred and twenty-four.

James Cahill (Seal)

Administrator of Estate of Nelson Hall.

Signed, sealed and acknowledged in presence of:

Fred Flint.

Alvie Nelson.

This form of deed must be acknowledged in the same manner as other deeds, in compliance with the statutes of the state in which it is effective.

7. DEED EXECUTED BY AN ATTORNEY IN FACT

The Power of Attorney must be recorded before the execution of the deed. The deed must be executed in the same form as other deeds, the name of the principal being used in all parts of the deed. The testation clause should be as follows:

In witness whereof, the said William Freeman has hereunto, by Truman Evarts, his attorney in fact, set his hand and seal, this thirty-first day of January, nineteen hundred and twenty-four.

William Freeman (Seal)

By Truman Evarts,

His attorney in fact.

Signed, sealed, and acknowledged in presence of:

James Watkins.

Aaron Grover.

The acknowledgment must comply with the requirements of the laws of the state where the deed is executed; the name of the principal should be used in it, in the following form, which is good in several states:

State of Ohio, }
County of Hamilton. } ss.

Be it remembered, that on the thirty-first day of January, in the year of our Lord, nineteen hundred and twenty-four, before me, the subscriber, a notary public in and for said county, personally came William Freeman, by his attorney in fact, Truman Evarts, to me personally known, the grantor of the foregoing deed, and acknowledged the signing and sealing thereof to be his voluntary act and deed, and the voluntary act and deed of the said Truman Evarts, for the uses and purposes therein mentioned.

If the wife must join in the deed to convey her interest, she may join in the power of attorney (see POWER OF ATTORNEY for form and particulars); and the deed shall contain the name of the wife in all parts with the husband, and her name must appear in the acknowledgment with that of the husband; the attorney in fact signing both names to the deed by himself, as attorney in fact.

8. REAL ESTATE MORTGAGE DEED

Complete procedure is here cited of a transfer of real estate in Vermont, showing mortgage, assignment, and final release upon payment of the mortgage.

Know all men by these presents, that I, William J. McLane, of Westford, in the County of Chittenden, State of Vermont, in consideration of ten and more dollars paid to my satisfac-

tion by Alexander Terrien, of Richmond, in the county of Chittenden, State of Vermont, do freely give, grant, bargain, sell, and alien and convey unto the said Alexander Terrien, his heirs and assigns forever, the following described piece or parcel of land situated in Richmond, in the said Chittenden county, viz: All and the same land and premises that was conveyed to me, the said William J. McLane, by John McGuire, by his warranty deed dated October 29, A. D. 1919, recorded in Volume 17 at page 41 of the Land Records of the Town of Richmond, to which deed and record thereof and deeds therein mentioned and the records thereof is here made.

To have and to hold, the above granted and bargained premises, with the privileges and appurtenances thereof and thereunto belonging unto the said Alexander Terrien, his heirs and assigns, to his and their own proper use, benefit and behoof forever. And I, the said William J. McLane, do for myself, my heirs, executors, administrators, covenant to and with the said Alexander Terrien, his heirs, executors, administrators and assigns, that at and until the ensealing of these presents, I am well seized of the premises, in fee simple; that I have good right and lawful authority to bargain and sell the same, in manner and form as it is above written; that they are free and clear of all encumbrance, and that I will warrant and defend them against all lawful claims and demands of any person or persons whomsoever.

The condition of this deed is such, that if the said William J. McLane shall well and truly pay, or cause to be paid unto the said Alexander Terrien, his heirs or assigns, one certain note, in writing, bearing date of October 29, 1919, for the sum of forty-five hundred dollars.

signed by the said McLane and payable to the said Terrien, or order, with interest semi-annually, and payable on demand, and shall keep the buildings on said premises well insured for the benefit of the mortgagee, his heirs or assigns, as his or their interest may appear, and keep said property in good condition, and pay the taxes thereon, according to the tenor thereof, then this instrument to be void, otherwise of force.

In witness whereof, I hereunto set my hand and seal this 29th day of October, 1919.

William J. McLane (Seal)

In presence of:

Fred Lee.

Martin Foss.

State of Vermont, }
Chittenden County. } ss.

Personally appeared at Burlington, in said county, William J. McLane, the signer and sealer of the above written instrument, and acknowledged the same to be his free act and deed, this 29th day of October, A. D. 1919.

Before me, James Whittemore,
Notary Public.

ASSIGNMENT

Know all men by these presents, that I, Alexander Terrien, of Richmond, in the State of Vermont, in consideration of four thousand dollars, received of The Security Trust Company of Burlington, Vermont, do hereby sell, transfer, alien and convey unto the said Security Trust Company the note described within the mortgage, and the said mortgage and my right, title and interest in and to the within mortgaged premises.

Witness my hand and seal, at Burlington,
this 29th day of October, A. D. 1919.

Alexander Terrien (Seal)

In presence of:

Fred Armstrong.

Ned Catlin.

State of Vermont, }
Chittenden County. } ss.

Personally appeared at Burlington, in said county, Alexander Terrien, the signer and sealer of the above written instrument, and acknowledged the same to be his free act and deed, this 29th day of October, A. D. 1919.

Before me, James Tripp,

Notary Public.

DISCHARGE

The note described in the condition of this mortgage, having been fully paid, The Security Trust Company of Burlington, Vermont, does hereby discharge said mortgage.

Signed and sealed at Burlington, this 27th day of September, A. D. 1920.

The Security Trust Company,
By Ned Staples, Treasurer.

In presence of:

Cora Heon.

Frank Hart.

9. QUIT-CLAIM DEED

A quit-claim deed is merely a withdrawal in favor of the person in whose favor it is made, of whatever interest the maker may have in the property named in the deed, and does not warrant that the maker actually has any interest whatever.

Know all men by these presents, that I, Frank Holsman, of the town of Sheldon, county of Franklin, state of Vermont, in consideration of the sum of five hundred dollars received in full to my satisfaction, of John Bean, of Burlington, Vermont, have remised, released, and forever quit-claimed, and do hereby remise, release, and forever quit-claim unto the said John Bean, his heirs and assigns, all right and title which I, the said Frank Holsman, have in the following described spring of water, situated on the farm purchased by me of Harold Kelsey, and being about ten rods north of the highway leading from Hamlin's Corner, so-called, to Franklin.

It is also agreed that the said John Bean shall have the right-of-way at any and all times to enter upon said lands of the said Holsman, to lay, relay, repair, construct and maintain a water course across said premises belonging to the said Holsman.

It is further agreed that the said Bean shall have the right to build or construct a reservoir in the pasture south of the highway, should he desire to do so; said reservoir not to exceed fifteen by twenty feet.

To have and to hold, all my right and title in and to the said remised, released, and quit-claimed premises, with the appurtenances thereof, to the said John Bean, his heirs and assigns to them and their own proper use, benefit and behoof forever.

In witness whereof, I hereunto set my hand and seal this 10th day of January, A. D. 1924.
Frank Holsman (Seal)

Signed, sealed and delivered in presence of:
Jed Warner.
Timothy Hay.

State of Vermont, }
Franklin County. } ss.

Personally appeared at Sheldon, in the said county, Frank Holsman, the signer and sealer of the above written instrument, and acknowledged the same to be his free and voluntary act and deed, this 10th day of January, A. D. 1924.

Before me, Fred Braddock,
Notary Public.

This must be acknowledged in the same manner as other deeds; and in states requiring that the wife join in the conveyance, her name must also appear with that of the husband throughout the body of the deed and in the signature thereof.

If another person holds mortgage against the land of which the spring conveyed is parcel, it is frequently found to be the practice, and a very proper one, for the mortgagee to give one quit-claim deed to transfer his interest in the spring to the purchaser, and for the mortgagor to give another quit-claim deed to cover his interest in the spring mortgaged, thus cleaning up in proper manner the interest of each in favor of the buyer by means of quit-claim, as neither the mortgagor nor mortgagee owns the property thus conveyed free from encumbrance. Who has an interest in any given piece of real estate, may be ascertained from the land records of the town or municipality in which the particular property is located. This form of procedure may be used to convey any other real estate as well as a spring of water.

10. CROP MORTGAGE

WITH POWER OF SALE

Know all men by these presents, that I, John Smith, of the county of..... and state of....., for and in consideration of five hundred dollars, to me paid by Fred Brown of the county of..... and state aforesaid, the receipt whereof is hereby acknowledged, and for the further consideration of such supplies of provisions and merchandise, money, etc., as the said Fred Brown may furnish me to the first day of November, nineteen hundred and twenty-four, said supplies to be limited at my option, and not to exceed the sum of \$500, I do hereby grant, bargain and sell to the said Fred Brown the following described property, to-wit:

All the crop of corn and wheat or other produce which I may raise, or in which I may in any manner have an interest for the present year nineteen hundred and twenty-four, upon my three hundred and twenty acres incounty, state of..... Said crop to be not less than one hundred acres planted to corn and eighty acres in wheat. All of said property is warranted free from incumbrances, and against any adverse claim, to have and to hold the same unto the said Fred Brown, his heirs and assigns forever.

Conditioned, that should I pay to the said Fred Brown, on or before the first day of November, nineteen hundred and twenty-four, such sums as may be due him as aforesaid, and all other indebtedness which may be due him at any time before this mortgage is fully satisfied, then this mortgage to be void; otherwise of force and effect. But in default of such payment by the time specified, or should I

suffer to be removed or disposed of, or attempt to remove or dispose of any of said property before said indebtedness is paid, or should I at any time abandon or suffer to go to waste, or fail to take the usual proper care of the same, then the said Fred Brown is hereby empowered to take immediate possession of any or all of the said property, and sell the same or sufficiency thereof to pay said indebtedness, at public auction, for cash, after having given ten days' notice of the time, terms and place of sale, or in the manner required for sales under execution from justice of the peace; and of the proceeds of such sale he shall pay, first, the expenses of the recording and executing this trust; second, said debt; the balance, if any, to me or my legal representatives.

Witness my hand this first day of May, nineteen hundred and twenty-four.

John Smith.

Acknowledgment same as in deed.

11. FARM LEASE

THIS INDENTURE, made and entered into this.....day of.....A. D. 19..... between.....of the first part, andof the second part.

Witnesseth, that the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, has, by these presents, demised and leased to the party of the second part, the following described land, to-wit:.....

..... in the town of.....county of..... and state of....., and containing about acres.

To have and to hold the same unto the party

of the second part, from the.....day of
..... A. D. 19....., to the
..... day of..... A. D. 19.....

And the party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part to pay the party of the first part, at.....as rent for same.....

And the party of the second part covenants and agrees with the party of the first part, that at the expiration of the term of this lease, he will yield up the possession to the party of the first part, without further demand or notice, in as good order and condition as when entered upon by the party of the second part, loss by fire, inevitable accident, and ordinary wear excepted.

And it is further expressly understood and agreed between the parties hereto, as follows:

1st. The party of the second part covenants to farm said premises in a husband-like manner and to raise the greatest amount of grain thereon the nature of the soil and season will permit; and further to break up and improve as much of the waste land as may be in condition to plow.

2nd. The party of the second part shall haul out and distribute upon the poorest soil on said premises each year all the manure and compost suitable to be used; such as is unfit for use to be left upon said premises; and further said second party is not to burn any stalks, straw, or stubble, on said premises, nor sell or remove any straw from said premises without the written consent of the said first party.

3rd. The party of the second part shall preserve and keep the fruit and ornamental trees, vines and shrubbery that now are or shall be

planted on said premises, from injury by plowing, or from cattle, horses, sheep, hogs or otherwise; and keep said premises free from brush and burs, and shall also keep all ditches and drains plowed and cleaned out during the continuance of this lease.

4th. The party of the second part shall keep said premises, including the hedges and fences, in proper and necessary repair, provided that the landlord shall furnish such material as he or his legal representative or agent may consider needful to repair the said premises at after being notified and the party of the second part shall haul said material to said premises.

5th. And the party of the second part further covenants not to remove any of the grain raised on said premises during the term of said lease until the rent herein specified shall be fully paid, nor sell same nor any part thereof; and if any grain raised on said premises during said term, shall be removed, or attempted to be removed, by any person or persons, before the payment of said rent, or if the party of the second part shall sell or attempt to sell said grain or produce, or any part thereof; or if the same or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies said rent shall immediately become due and payable, and the said party of the first part, or his legal representative, shall have the right to enter into the said premises, and to take possession of the said grain, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for

investing or gathering, to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest and to sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved.

6th. The party of the first part reserves the privilege of plowing the stubble ground when the party of the second part may have secured the grain grown thereon; and further, that the party of the first part, or his legal representatives, may enter upon said premises for the purpose of viewing, or of seeding, and of making repairs or any other purpose.

7th. If said party of the second part shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall underlet said premises, or any part thereof, then this lease shall, at the election of the party of the first part, be null and void, and the party of the first part, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary, with or without process of law; and all damage growing out of failure to perform any of the covenants of this lease, shall be added to and become part of the rent, recoverable as such.

8th. The party of the second part hereby waives and relinquishes all right of exemption from sale or seizure under duress or execution, that he now has, or may hereafter have, by virtue of any law of this state, exempting personal property from seizure and sale on execution or distress for rent, and hereby gives said party of the first part full power, authority and right to take and seize any per-

sonal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.

9th. The party of the second part further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from the enforcing of any of the covenants of this lease by the party of the first part.

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Signatures:

.....

12. LEASE OF HOUSE

This Indenture, made this.....day of....., in the year nineteen hundred and....., between(lessor)....., of, in the county of..... and state of....., of the first part, and(lessee)....., of, in the said county, of the second part,

Witnesseth, that the party of the first part has hereby let and rented to the party of the second part, and the party of the second part has hereby hired and taken from the party of the first part, the frame dwelling house and premises known as No. 25 Pearl Street, in the city of....., with the appurtenances. for the term of years, to commence the day of....., 19....., at the yearly rent ofdollars, payable in equal monthly payments ofdollars, on the first day of each month during said term.

And the party of the second part hereby covenants to and with the party of the first part to make punctual payment of the rent, in the manner aforesaid, and quit and surrender the premises at the expiration of said term, or

other determination of this lease, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and further covenants that he, the party of the second part, will not use or occupy said premises for any business or purpose deemed extra-hazardous on account of fire; and that he will pay all water rent and gas bills charged on said premises during the term of this lease.

And the said party of the second part further covenants that he will permit the said party of the first part, or his agent, to enter said premises for the purpose of making repairs or alterations, and also to show the premises to persons wishing to hire or purchase; and on and after theday of, 19....., will permit the usual notice of "to let," or "for sale" to be placed upon the walls of said premises, and remain thereon, without hindrance or molestation; and also, that if the said premises, or any part thereof, shall become vacant during said term, the party of the first part may re-enter the same, by either force or otherwise, without being liable to any prosecution therefor, and re-let the said premises as the agent of the said party of the second part, and receive the rent thereof, applying the same first to the payment of such expense as he may be put to in re-entering, and then to the payment of the rent due by these presents, and the balance, if any, to be paid over to the said party of the second part.

And the said party of the second part further covenants that he will not assign this lease or underlet the said premises, or any part thereof, to any person or persons whomsoever, without first obtaining the written consent of the said party of the first part; and

in case of not complying with this covenant, the party of the second part agrees to forfeit and pay to the party of the first part the sum of dollars, as and for liquidated damages and not as a penalty.

This lease is made and accepted on this express condition, that in case the party of the second part should assign this lease, or underlet the said premises, or any part thereof, without the written consent of the party of the first part, then the party of the first part, his heirs or assigns, in his or their option, shall have the power and the right of terminating and ending this lease immediately, and be entitled to the immediate possession of said premises, and to take summary proceedings against the party of the second part or any person or persons in possession as tenant, having had due and legal notice to quit and surrender the premises, holding over their term.

And it is further agreed, that in case the building on said premises shall, without any fault or neglect on his part, be destroyed, or be so injured by the elements, or any other cause, as to be untenable and unfit for occupancy, the tenant shall not be liable or bound to pay rent to the lessor or owner thereof for the time after such destruction or injury, and may thereupon quit and surrender possession of the premises.

In witness whereof, the parties hereto have hereunto interchangeably set their hands and seals, this.....day of....., nineteen hundred and

.....(Seal)

.....(Seal)

Signed, sealed and delivered in presence of:

.....

13. NOTICE TO QUIT

In absence of statute, the giving of notice by landlord to tenant to quit, for non-payment of rent, does not forfeit the term of lease, and tenant may pay such rent as has become due and continue in possession and still be within his legal rights. A good form of notice to quit, is:

To.....

You are hereby notified, that there is now due the sum ofdollars andcents, being the rent for the premises situated in..... and known and described as No. 25 Pearl Street, otherwise described as.....

And you are further notified, that payment of said sum so due, has been and is hereby demanded of you, and unless payment thereof is made on or before theday of....., A. D. 19....., your lease of said premises will be terminated. at No. 27 Pearl Street is hereby authorized to receive said rent, so due for

Dated at.....thisday of....., A. D. 19.....

.....Landlord.

By....., Agent.

14. DISTRESS FOR RENT

Distress for rent has been abolished in some states. In the other states it is governed by statute. The following is the form of distress warrant used in one state:

State of..... } ss.

County of..... }

To the Sheriff or any constable in said county:

You are hereby authorized to distrain the goods and chattels of which

are liable to be distrained, wherever they may be found in the county of....., where the said resides, for the sum ofdollars, being the amount of rent due me on theday of, 19....., from the said for rent of the following described premises, in said county;, demised to him by me; and, for so doing, this shall be your sufficient warrant.

Given under my hand and seal, this day of, 19.....

.....Landlord.

The officer or person making a distress files a copy of the warrant, and an inventory of the property levied upon, with a justice of the peace or equivalent tribunal. A summons is then served upon the tenant, and the suit proceeds like an attachment suit. The property is sold to pay the rent, or released and returned to the tenant, according to the outcome of the suit.

WILLS

A will or testament is the legal declaration of a man's intentions of what he wills to be performed after his death. When the will involves personal property, it is called a TESTAMENT; when it involves real estate, a DEVISE. But it is more often referred to as LAST WILL AND TESTAMENT, embracing equally both real estate and personal property.

The making of a will involves five essential requisites:

1. The testator must be capable. All persons of sound mind and under no undue coercion may make a valid will, with the exception of minors, and, in some states, a married woman.

2. The testator must have serious inten-

tions to make such a will. If he jestingly or boastingly writes or says that a certain person shall have his property, this does not amount to a will.

3. The testator's mind must be free and uninfluenced by fear, fraud, or flattery. In such cases the will will be voidable, if not absolutely void.

4. There must be a legatee or devisee in being, and one who has the capacity to take the thing given, when it is to vest, or the gift will be void. Minors, married women, and persons of unsound memory may be legatees. A devise to the heir at law is void if it gives him exactly the same estate he would take by descent, the title by descent having precedence.

5. The will must be written or printed on paper, or parchment, but it may be in any language, or in any form. The will or meaning of the testator will be regarded and enforced. It must be signed by the testator or some one authorized by him. It should be signed by three attesting witnesses, who should sign in the presence of the testator and in presence of each other. This formality should be followed, even in states where a less number is sufficient, as the testator may have lands in states where they would not pass without it. Witnesses are rendered incapable of taking any legacy or beneficial interest under it, but this does not make the residue of the will void. It must be published; that is, the testator must do some act from which it can be fairly concluded that he intended the instrument should operate as a will. An executor should be named in the will; if this is not done, an administrator, with the will annexed, must be appointed by the court having probate of the will.

The property bequeathed, and the terms of the bequest should be plainly and distinctly defined, so as to leave no doubt of the intention of the testator.

In many of the states marriage, or the birth of a child, subsequent to the making of the will in which no provision is made for such event, will revoke the will, or at least will not deprive the wife or child of their interest or share of the estate. If a legacy is bequeathed to her in lieu of a dower, it is optional with her to take the bequest or the dower.

It is a rule that the last will revokes all former wills; consequently a man cannot by any testamentary writing impose upon himself the inability or disqualification of making another inconsistent with and revoking the first.

A NUNCUPATIVE will is a verbal declaration by the testator of his will before a competent number of witnesses. By statutes, in most of the states, it is restricted to bequests of personal property; in some of them, to those made within ten days of the death of the testator.

A CODICIL is an addition or supplement to a will, the two instruments making but one will. There may be several codicils. A codicil does not revoke a will further than it is in conflict with some of its particular dispositions, or unless there are express words of revocation.

1. FORM OF A WILL

The will of James Wood, of Boston, Mass.:

First, I give, devise and bequeath all my property, both real and personal, of which I may die possessed, to my son, Charles Wood, to him and his heirs and assigns forever.

Second, I hereby appoint Frank Crane the executor of this my last will and testament.

In witness whereof, I hereunto set my hand and seal at Boston, aforesaid, this first day of January, nineteen hundred and

James Wood (Seal)

Signed and sealed by said James Wood, who at the same time published and declared the same, as and for his last will and testament, in the presence of us, who, in his presence and in the presence of each other, and at his request have hereunto subscribed our names as witnesses:

Fred Brown, of Boston, Mass.

James Nichols, of Boston, Mass.

Samuel Weatherbee, of Dover, N. H.

2. ANOTHER FORM OF WILL

I, James Wood, of Boston, Mass., county of Suffolk, being in good health of body, and of sound and disposing mind and memory, and being desirous of settling my worldly affairs while I have strength and capacity to do so, do make, publish, and declare this my last will and testament, that is to say:

First. I give and bequeath to my beloved wife, Ethel Wood, the sum of \$10,000; also my automobile; also all my household furniture in my dwelling house; and the said dwelling house, for and during her natural life.

Second. To my elder son, Charles Wood, I give and devise said dwelling house, after the decease of my said wife; also \$2,000 interest in my furniture manufacturing plant and equipment located at Boston, aforesaid; to him and his heirs and assigns forever.

Third. To my younger son, Allan Wood, I give and bequeath the sum of \$2,000.

Fourth. To my granddaughter, Mabel Wood, I give and bequeath the sum of \$1,000.

And lastly, all the rest, residue and remainder of my personal estate I give and be-

queath to my esteemed friend and benefactor, Clyde Allen, his heirs and assigns forever.

I hereby appoint Hoyt Smith the sole executor of this, my last will and testament. I hereby revoke all former wills by me made.

In witness whereof, I hereunto set my hand and seal at Boston, aforesaid, this tenth day of January, nineteen hundred and

James Wood (Seal)

Signed and sealed by said James Wood, who at the same time published and declared the same as and for h's last will and testament, in presence of us who, in his presence and in the presence of each other, and at his request, have hereto subscribed our names as witnesses:

Fred Brown, of Boston, Mass.

James Nichols, of Boston, Mass.

Samuel Weatherbee, of Dover, N. H.

3. CODICIL TO A WILL

Whereas, I, James Wood, of the city of Boston, county of Suffolk, state of Massachusetts, did, on the tenth day of January, nineteen hundred and, make my last will and testament of that date, do hereby declare this to be a codicil to the same.

I hereby ratify and confirm said will in every respect, save so far as any of it is inconsistent with this codicil.

To my beloved wife, I give the further sum of \$5,000, to be paid to her by my executors within six months after my decease.

To the local Methodist Episcopal Church, I give the sum of \$200.

In witness whereof, I hereunto set my hand and seal this first day of November, nineteen hundred and

James Wood (Seal)

Signed, sealed and declared by the said

James Wood to be a codicil to his last will and testament in the presence of us, who at his request and in his presence, and in the presence of each other, have hereto subscribed our names as witnesses:

Allan White, of Boston, Mass.

Leon Brown, of Boston, Mass.

Clarence Hull, of Boston, Mass.

LIENS OF MECHANICS, MATERIAL MEN, ETC.

The statutes of each state provide generally for a lien in favor of any mechanic, laborer, material man, etc., who performs labor or furnishes material in the erection of any building or other structure, or for furnishing machinery for a mill or factory, or for repairing of various kinds. A lien attaches to the building and the ground upon which it stands, or to the thing repaired. In order to acquire such a lien, it is generally necessary that the mechanic, or laborer, etc., shall file a sworn statement showing his account, the amount due, the description of the property, and the name of the owner, in the office of the county clerk, within a specified time. The lien is generally of but short duration, unless a suit be brought to enforce it, in which event it is continued in force until final adjudication. If a repairman, as, for instance, a blacksmith, repairs a machine or vehicle, he may hold the article repaired, generally, for the price of his services, until payment is made. He cannot collect for storage of things so held. If he gives up the article and the same is moved out of his possession, he loses his right of lien and cannot regain it.

In many states, sub-contractors, etc., may acquire a lien in the property to the amount

due the contractor by giving notice of their claim to the owner.

The following form will serve in nearly all of the states:

1. MECHANIC'S LIEN

....., 19.....

State of,county, ss.

Fred Brown, being duly sworn, says that the account hereto annexed is a true, just, and correct account of the labor performed and materials furnished by to and for the said, at said county, and that the prices thereof, set forth in said account, are just and reasonable, and that there remains due and unpaid thereon the sum ofdollars; that said labor was performed, and said materials were furnished, at the time in said account mentioned, under and by virtue of a written (or verbal) contract between said and said (a copy of which contract is hereto annexed (if the contract was verbal, set out the terms of the same); that said labor was performed and said materials were furnished in good faith, for the purpose of (insert "erecting," "altering," or "repairing," as the case may be) a certain, standing on a lot of land described as follows: (Describe the property as in a deed); that at the time said contract was entered into, and said labor was performed, and said materials were furnished, the said was, and still is, the owner of said and said lot of land. And that said labor was performed and said materials were furnished at the request of said, And this affiant further says that said is the legal owner of the above mentioned claim. This affidavit is made to secure a building

lien on said premises for the use and benefit of the said, by whom said work was done and materials were furnished within (insert length of time the statute provides for the filing of the lien) months past. The said claims a lien in the premises.

Signature.....

Sworn to by said, before me, and by him subscribed in my presence, this day of, 19.....

.....
'Notary Public (or Justice of Peace).

C O N T R A C T F O R W O R K A N D L A B O R

Agreement between Alvy Nichols and Will Miner:

The said Alvy Nichols hereby covenants and promises to faithfully work and labor for said Will Miner for the term of one year commencing on the first day of November, nineteen hundred and, in the business of farming, and perform such other services and labor as the said Will Miner may reasonably require; for which the said Will Miner hereby covenants and agrees to pay said Alvy Nichol, for said term of service, at the rate of \$40 per month, at the end of each and every month.

Either party may put an end to this agreement by one month's verbal notice thereof; but in such case the said Will Miner agrees to pay the said Alvy Nichols for the time he may have worked, at the rate of \$40 per month.

In witness whereof, the said parties have hereunto set their hands and seals, this first day of November, nineteen hundred and

Attest:

Charles White.

Alvy Nichols.
Will Miner.

PROXY

Know all men by these presents, that I, Jed Waite, of Boston, state of Massachusetts, do hereby constitute and appoint Clyde Neilson, of Manchester, state of New Hampshire, my attorney for me, and in my name, place, and stead, to vote at any stockholders' meeting of the Boston and Maine Railroad Company, a corporation, for the choice or election of directors, on the first day of January, nineteen hundred and , or at any adjourned or special meeting of stockholders of said corporation thereafter, during the year ensuing, and until this power is revoked, on all the shares of stock of said corporation, on which I would have right to vote, and in the same manner as I would do, were I then personally present, with power to substitute an attorney under him, for like purposes.

Witness my hand and seal, at Boston, this tenth day of December, nineteen hundred and

Witness: James North.

Jed Waite. (Seal.)

POWER OF ATTORNEY

A letter of attorney is a written instrument under seal whereby the person who performs under it does some lawful act for the person who executes it, for him and in his name. The authority may be general, as to collect all debts, or special, as to convey a certain real estate. It is revocable when no interest is conveyed to the attorney; irrevocable when an interest is conveyed. All who are capable of acting for themselves, and even those who are under disabilities, as minors and married women, may act as attorneys in fact for others. For form

of conveyance of land by an attorney, under such a power, see DEED EXECUTED BY AN ATTORNEY IN FACT. For conveying or incumbering of real estate, letters of attorney must be executed, acknowledged, and recorded, in the same manner as deeds.

1. GENERAL FORM OF POWER OF ATTORNEY

Know all men by these presents, that I, Charles Dunham, of the city of Boston, state of Massachusetts, do hereby make, constitute, and appoint James Wood, of Nashua, New Hampshire, my true, sufficient, and lawful attorney, for me and in my name to (here state the substance of the power, in plain terms), and to do and perform all necessary acts in the execution and prosecution of the aforesaid business in as full and ample a manner as I might do if I were personally present.

In witness whereof, I have hereunto set my hand and seal, this tenth day of January, nineteen hundred and

Charles Dunham. (Seal.)

Signed, sealed, and delivered in presence of:
Clarence Hull.
Norman Cross.

2. POWER OF ATTORNEY TO SELL LANDS

Know all men by these presents, that I, Charles Dunham, of Boston, Mass., hereby make, constitute, and appoint James Wood, of Nashua, N. H., my true and lawful attorney in fact, for me and in my name, place, and stead, to bargain, sell, and convey, in fee simple, by deed of general warranty, for such price, upon such terms of credit, and to such person or persons, as he shall think fit, the following described premise, situated in the city of Manchester,

state of New Hampshire, to wit: (describe property) giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about said premises, as fully, to all intents and purposes, as I might or could do, if personally present with full power of substitution and revocation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof, I hereunto set my hand and seal, this tenth day of January, nineteen hundred and

Charles Dunham. (Seal.)

Signed, sealed, and acknowledged in presence of:

James Daley.

John Smith.

This must be acknowledged the same as a deed. If the laws of the state in which the property to be conveyed require the wife to join the husband in the deed, then she must join in the power of attorney to sell the land specified.

3. POWER OF ATTORNEY TO LEASE LANDS

Know all men by these presents, that I, Thomas O'Brien, of the city of Chicago, state of Illinois, do hereby constitute and appoint Allan Lee, of the city of Cleveland, state of Ohio, my attorney, for me and in my name to demise, lease, and to farm let, by leases, duly executed, for such term or number of years, to such person or persons, at such yearly or other rents, in money or kind, as he may think fit, the following premises, or any part thereof, situate in

(describe the premises); hereby ratifying and confirming all such agreements, receipt for rent, leases, and other things, which shall be made, executed, or acknowledged in the premises, by my said attorney, the same as I were personally present, and did the same.

In witness whereof, I, the said Thomas O'Brien, have hereunto set my hand and seal, this first day of December, nineteen hundred and

Thomas O'Brien. (Seal.)

Signed, sealed and delivered in presence of:
Aaron Grant.
Burt Leaman.

4. REVOCATION OF POWER OF ATTORNEY

Know all men by these presents, that whereas, I, Thomas O'Brien, of the city of Chicago, state of Illinois, in and by my letter of attorney, bearing date of December first, nineteen hundred and, did make, constitute, and appoint Allan Lee, of Cleveland, Ohio, my attorney, for me and in my name to (here state purpose of the power), as by the aforesaid power of attorney may more fully and at large appear.

Now, know ye, that I, the said Thomas O'Brien, have revoked, countermanded, annulled, and made void, and by these presents do revoke, countermand, annul, and make void the said letter of attorney above mentioned, and all power and authority thereby given, or intended to be given, to the said Allan Lee.

In witness whereof, I have hereunto set my hand and seal, this tenth day of June, nineteen hundred and

Thomas O'Brien. (Seal.)

Signed, sealed, and delivered in presence of:
Leon Pratt.

Alvah Neuman.

Revocation of the power takes effect, as to the agent, from the time that it is communicated to him, and as to third persons, from the time it is made known to them. If the power of attorney is acknowledged and recorded, then the revocation should be acknowledged and recorded.

Any person may delegate to another, through power of attorney, any act that he himself has the capacity to legally perform. If one be appointed to act for another, that other must be appointed by a document of equal dignity to the document he is required to execute; that is, if the person appointed be required to execute a document under seal, as a deed of real estate, the appointment must be made by a document under seal, as above stipulated.



